

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

PALAMERICAN SECURITY, INC.

Plaintiff

Civil Action No. 24-1108

vs.

COMPREHENSIVE HEALTHCARE  
MANAGEMENT SERVICES, LLC d/b/a  
BRIGHTON REHABILITATION AND  
WELLNESS CENTER,

Defendant

**COMPLAINT**

**PARTIES**

1. Plaintiff PalAmerican Security, Inc. is a corporation organized and existing under the laws of the State of Tennessee, with a principal place of business located at 11300 4<sup>th</sup> Street North #150, St. Petersburg, Pinellas County, Florida 33716 (“PalAmerican Security”).

2. Defendant Comprehensive Healthcare Management Services, LLC d/b/a Brighton Rehabilitation and Wellness Center is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with a principal place of business located at 246 Friendship Circle, Beaver, Beaver County, Pennsylvania 15009 (“Brighton Wellness”).

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. Section 1332(a)(1). There is complete diversity between the parties and the amount at issue exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this proceeding pursuant to 28 U.S.C. Section 1391 because, *inter alia*, Brighton Wellness conducts business in this jurisdiction, has sufficient contacts with this jurisdiction, and otherwise is subject to the personal jurisdiction of this Court.

### **FACTS**

5. Paladin Security Company, which is not a party to this action, is the largest full-service security company in Canada.

6. Paladin Security Company, through a number of affiliates, provides world-class security services, including armed and unarmed guard services, mobile patrols, investigation services, risk management services, intellectual property protection, loss prevention services, security systems, event security services, and related services to a wide variety of sectors, including healthcare, secondary schools, commercial, industrial, shopping malls, parking garages, aviation, and government (collectively, “Security Services”).

7. Plaintiff PalAmerican Security is an affiliate of Paladin Security Company, and for over 40 years has been a leading provider of Security Services across the United States.

8. PalAmerican Security provides licensed Security Services in over 20 states across the United States, including Pennsylvania.

9. PalAmerican and Brighton Wellness are parties to a written Unarmed Security Guard Services Agreement, dated December 2, 2022 (the “Security Services Contract”).

10. The terms of the Security Services Contract obligate Brighton Wellness to pay PalAmerican Security for Security Services on a net thirty (30) days basis.

11. The terms of the Security Services Contract further provide that invoices not paid within thirty days will accrue interest at the rate of two percent (2%) per month (26.8% per year) until all account balances are paid in full.

12. The terms of the Security Services Contract further provide that if PalAmerican Security prevails in any collection action to recover unpaid amounts, PalAmerican is entitled to recover its attorneys' fees and costs.

13. Pursuant to the Security Services Contract, Brighton Wellness requested, and PalAmerican Security provided, certain Security Services to Bright Wellness. PalAmerican invoiced Brighton Wellness \$92,850.98 as follows (collectively, the "Invoiced Amounts"):

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
99056	6/30/23	\$16,759.52
108860	11/30/23	\$15,149.28
110534	12/31/23	\$16,493.12
112215	1/31/24	\$17,748.16
114222	2/29/24	\$15,569.60
115781	3/31/24	\$3,930.88
119962	5/15/24	\$7,200.24
		_____
	Total	\$92,850.98

14. Despite repeated demands from PalAmerican Security, Brighton Wellness has failed and refused to pay the Invoiced Amounts as and when due and, therefore, the Invoiced Amounts are past due and delinquent.

**COUNT I**  
**BREACH OF CONTRACT**

15. Paragraphs 1 through 14, above, are incorporated herein as if set forth at length.

16. Despite repeated demands from PalAmerican Security, Brighton Wellness has failed and refused to pay the Invoiced Amounts as and when due and, therefore, the Invoiced Amounts are past due and delinquent.

17. Brighton Wellness' failure to pay all amounts under the Security Services Contract constitutes a breach of the Security Services Contract.

18. As result of Brighton Wellness' breach, PalAmerican Security has suffered damages in the amount of \$92,850.98 plus interest, attorneys' fees and costs (collectively, the "Contract Damages").

WHEREFORE, PalAmerican Security respectfully requests a judgment in its favor and against Brighton Wellness in the amount of the Contract Damages and such other and further relief as this Court deems appropriate.

**COUNT II**  
**UNJUST ENRICHMENT**

19. Paragraphs 1 through 18, above, are incorporated herein as if set forth at length.

20. Brighton Wellness' receipt of Security Services from PalAmerican without compensating PalAmerican enriched Brighton Wellness in the amount of the Contract Damages.

21. It would be unjust and inequitable to allow Brighton Wellness to accept the Security Services without compensating PalAmerican Security for such Security Services.

22. Equity requires that Brighton Wellness compensate PalAmerican Security for the Contract Damages.

23. WHEREFORE, PalAmerican Security respectfully requests a judgment in its favor and against Brighton Wellness in the amount of the Contract Damages and such other and further relief as this Court deems appropriate.

August 2, 2024

Respectfully submitted:

/s/ Leonard Spagnolo  
Leonard Spagnolo  
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